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BK 1979PG0285

Prepared by: Tax Parcel No. 10 034.00 012
Delmarva Power & Light Company
Real Estate Department
P. O. Box 6066, 252 Chapman Road
Newark, DE 19714-6066

GAS EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT, made this 10TH day of JULY, 1995, between
JOHN DAVID CHERWATY _____ ("Grantor") and
DELMARVA POWER & LIGHT COMPANY, a corporation of the State of Delaware and the
Commonwealth of Virginia ("Delmarva"),

WITNESSETH:

WHEREAS, Grantor is the owner of land located in the State of Delaware, the County of
New Castle, which land abuts on 510 SCHOOLBELL ROAD CR 344 (Street, Highway, or County
Road), NEW CASTLE (Town, City, Subdivision, or Hundred), the land having been granted to
Grantor by

deed/will dated _____, which is recorded in (Book) 1261, (Page) 0157.

For and in consideration of the payment by Delmarva of the sum of one dollar (\$1.00) and
other valuable consideration, the receipt of which is hereby acknowledged, Grantor grants to
Delmarva a perpetual easement and right of way and agrees as follows:

1. Delmarva shall have the right to install, operate, maintain, repair, add to, extend, relocate, and remove its GAS and other appropriate facilities, accessories, and appurtenances necessary to operate its gas system, on, under, over, and across Grantor's land and along the streets, alleys, or highways abutting Grantor's land for purpose of extending Delmarva's utility system and to provide utility services to the area as referenced to attached sketch S-95-116-E.
2. The facilities installed pursuant to this agreement shall remain the property of Delmarva and all maintenance, repairs, and removals of said facilities shall be the responsibility of Delmarva.
3. Delmarva shall have the right to trim, remove, and/or otherwise maintain all trees and underbrush located 10 feet on each side of the centerline of Delmarva's facilities and Grantor agrees not to place any structures or improvements, including trees or other foliage within this area.
4. Delmarva shall have the rights of ingress, egress, and regress to and over Grantor's land as necessary for the enjoyment of the rights granted herein.
5. Grantor shall have the right to use the land covered by this Agreement for any lawful purpose not inconsistent with or in contravention of the rights of Delmarva.
6. Grantor covenants that they are seized of and have the right to convey the foregoing easement, rights and privileges; agrees that Delmarva shall have quiet and peaceable possession, use and enjoyment of the aforesaid easement, rights and privileges.
7. Grantor agrees that this GAS EASEMENT AGREEMENT shall be binding upon and inure to the benefit of Grantor and Delmarva and their respective heirs, personal representatives, administrators, successors and assigns.

MICHAEL D. DALY/CLV
95 SEP 12 P 1:48:0

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8. Delmarva's utility facilities installed hereunder may, without further consideration, be relocated to conform to new or reestablished highway limits.

All property and property rights acquired by Delmarva are subject to its existing mortgage. The interest in property granted to Delmarva herein is subject to the lien of the Indenture of Mortgage and Deed of Trust, dated as of October 1, 1943, as amended and supplemented, which document is now between Delmarva Power & Light Company and Chemical Bank, successor trustee. This paragraph affects only the property and/or property rights granted to Delmarva herein and does not affect any property rights of Grantor.

WITNESS our hands the day and year aforesaid

WITNESS:

Margaret M. Haffel

INDIVIDUAL OR PARTNERSHIP GRANTOR:

John David Cherwaty (SEAL)

(SEAL)

(SEAL)

CORPORATE GRANTOR:

ATTEST: (AFFIX CORPORATE SEAL)

BY: (SEAL)

TITLE:

TITLE:

STATE OR COMMONWEALTH OF *De.*)
COUNTY OF *New Castle*) SS

BE IT REMEMBERED, That on the *19* day of JULY, 1995, personally came before me, a notary public, the within named Grantor, JOHN DAVID CHERWATY, party(ies) to this indenture and known to me personally to be such, and acknowledged said Agreement to be his/her act of said individual(s), or the act and deed of the corporation or partnership for which he/she signed.

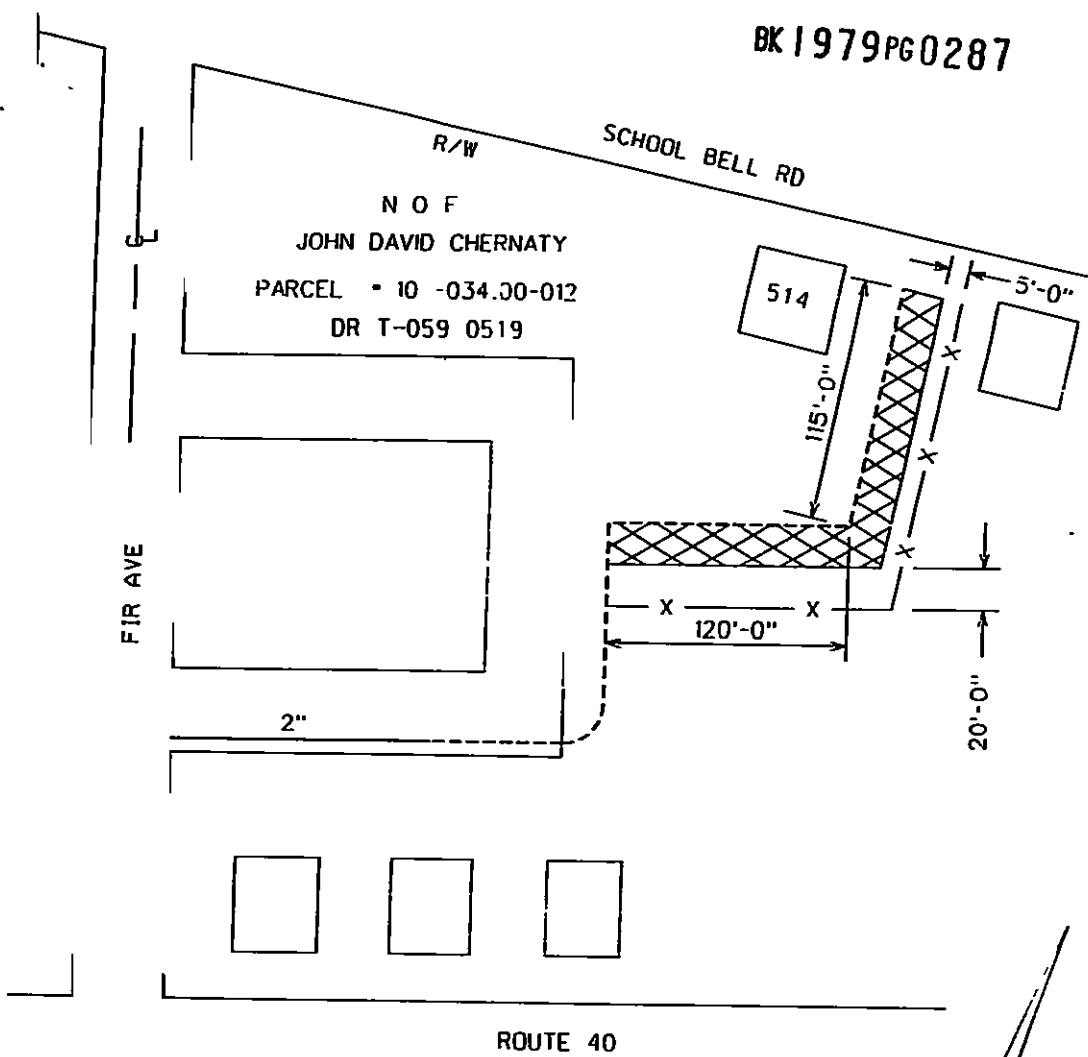
My commission expires: *x*

Joseph J. Longobardi, III
Print Name *x* Joseph J. Longobardi, III
Notary Public Attorney At Law
Notarial Officer Pursuant to 29 Del.C. § 401

FOR DELMARVA USE ONLY

- * Secured by: _____ Job Order Number: _____
* Hundred: _____
* Coordinates Covered: _____

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LEGEND

 PROPOSED 10'-0" WIDE EASEMENT

this drawing is a depiction of the proposed location of facilities as shown and in no way indicates as built dimensions

DELMARVA POWER & LIGHT COMPANY			
GAS DIVISION			
PROPOSED EASEMENT			
LANDS OF			
JOHN DAVID CHERNATY			
FOR USE OF NEW CASTLE COUNTY			
NEW CASTLE HD NEW CASTLE COUNTY			
DATE	07-07-95	SCALE	AS SHOWN
DRAWN	PMM	ALEX NO	
CHECKED			
APPROVED			
REVISED			
RE SEC			S-95-116-E